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ARTICLE 1: NAME OF AGREEMENT

The name of this agreement is the Yang Ming/COSCO Shipping Slot Exchange Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize the parties to exchange slots on their respective services in the Trade (as hereinafter defined) and to authorize the parties to enter into cooperative working arrangements in connection therewith.

ARTICLE 3: PARTIES TO AGREEMENT

The parties to the Agreement are:

1. Yang Ming Marine Transport Corp. (YML)
271 Ming De 1st Road
Cidu District, Keelung 20646
Taiwan
and
Yang Ming (UK) Ltd.
2nd Floor, 210 South Street,
Romford, Essex, England, RM1 1TR, UK
(collectively referred to as Yang Ming and operating as one party
for all purposes hereunder)
2. COSCO Shipping Lines Co. Ltd. (COSCO Shipping)
Ltd. 378, Da Ming Road (East)
Shanghai, PRC

~~YML~~ Yang Ming and COSCO Shipping are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 4: GEOGRAPHIC SCOPE

This Agreement covers the trades between ports in China and Japan on the one hand and U.S. ports in the Pacific coast range on the other hand (hereinafter, the "Trade").

ARTICLE 5: AUTHORITY

A. The Slot Exchange

1. On such terms and conditions as the Parties may agree from time to time, the Parties may exchange slots on their respective services in the Trade. Initially, it is expected that ~~YML~~ Yang Ming shall provide to COSCO Shipping space for 300 TEUs on the service referred to as the PS2 and operated under THE Alliance Agreement (FMC Agreement No. 012439), in exchange for which COSCO Shipping shall provide to ~~YML~~ Yang Ming space for 300 TEUs on the service referred to as the CEN¹ and operated under the OCEAN Alliance Agreement (FMC Agreement No. 012426), as those services may be renamed or otherwise modified from time to time, for cargo moving between ports in the Trade. The number of slots to be exchanged, or the services on which slots will be exchanged, may be modified by the Parties without amendment to this Agreement; provided, however, that a change in the number of slots for either party above a maximum of 500 slots or below a minimum of 100 slots shall require an amendment to this Agreement. In addition, either Party may sell additional slots to the other Party on an ad hoc, per voyage, as available, as needed basis, on such terms and conditions as the Parties may agree from time to time.

2. Neither Party shall subcharter slots made available to it hereunder to any third parties without the prior written consent of the other Party, which shall not be unreasonably withheld.

3. The Parties may confer on operational matters relating to the PS2 and CEN services, including the vessels to be used, scheduling and port rotations, port calls, transit times, speed and adjustments to vessel speed (such as slow steaming), vessel stowage planning, issues relating to intermodal connections, and selection and use of terminals.

4. The Parties shall be entitled to use the exchanged slots without any geographical restrictions regarding the origin or destination of the cargo subject to operational restrictions and efficiency targets as the Parties may adopt from time to time, and subject to the concurrence of the vessel operator in the case of hazardous, breakbulk, or noncontainerized cargo. There shall be no priorities for either full, empty, wayport/interport or breakbulk cargo.

¹ Effective April 1, 2018, the CEN service will be replaced by the AAC service. As of that date, space shall be provided on the AAC service, and all references to the CEN service in this Agreement shall be deemed references to the AAC service.

B. General Provisions

1. The Parties may consult and may agree upon the chartering, hiring, establishment, use, scheduling and coordination of transshipment, barge, and feeder services, in conjunction with the linehaul operations of any of the services covered by this Agreement. The Parties may also discuss, and may agree, on, the interchange of equipment between ~~YML~~ Yang Ming and COSCO Shipping.

2. Each Party shall be responsible for marketing its own interests in the Trade.

ARTICLE 8: VOTING

Except as otherwise provided herein, decisions on matters as to which the Parties are required or authorized to reach agreement shall be reached by mutual agreement of the Parties.

ARTICLE 9: DURATION AND RESIGNATION

9.1 This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and shall be implemented on or about April 1, 2017~~8~~ or such later date as the Parties may otherwise agree. Such date of implementation shall be referred to hereinafter as the "Commencement Date". The Agreement shall continue for a minimum duration of twelve (12) months and indefinitely thereafter, with a minimum notice of termination from either Party of three (3) months. Such notice of termination shall not be given prior to nine (9) months after the Commencement Date.

9.2 Notwithstanding Article 9.1, if at any time during the term of the Agreement either Party should become bankrupt or declare insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the Party (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other Party), or any event similar to any of the above shall occur under the laws of the Party's country of incorporation (the Party so affected being referred to, in this Article 9.2 only, as the "Affected Party") and the other Party is of the opinion that the result may be materially detrimental to the Service, or that sums may be owed by the Affected Party to the other Party and may not be paid in full or their payment may be delayed, then, the other Party may, with immediate effect, either terminate or suspend this Agreement for such period as the other Party, in its sole discretion, deems appropriate.

9.3 In the event of the termination of this Agreement, the Parties shall continue to be liable to one another in respect of all liabilities and obligations accrued and due prior to termination and shall consult between themselves in relation to the completion of all contracts of carriage outstanding at the date of termination.

ARTICLE 10: NON-ASSIGNMENT

The rights and obligations of each Party under this Agreement shall not be assignable except with the prior written agreement of the other Party.